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U.S. Railroad
Administration

Agreement between the
director general...

Washington

1920

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UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

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AGREEMENT
BETWEEN THE
DIRECTOR GENERAL OF RAILROADS
IN RESPECT OF RAILROADS IN FEDERAL OPERATION
AND EMPLOYEES THEREIN

REPRESENTED BY THE
**INTERNATIONAL BROTHERHOOD
OF FIREMEN AND OILERS**



Effective January 16, 1920



WASHINGTON
GOVERNMENT PRINTING OFFICE
1920

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

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OF FIREMEN AND OILERS**



Effective January 16, 1920



WASHINGTON
GOVERNMENT PRINTING OFFICE
1920

Aug. 2, 1923

AGREEMENT

BETWEEN THE

Director General of Railroads in Respect of Railroads in Federal Operation and Employees Therein Represented by the International Brotherhood of Firemen and Oilers.

RULE 1. These rules govern the hours of service and working conditions of stationary firemen, boiler-room water tenders, and engine-room oilers, but do not include employees covered by other national agreements or firemen and oilers who perform stationary engineers' work.

It is understood this agreement does not annul agreements already in effect with other organizations, unless and until a majority of the employees concerned express a desire for a change.

RULE 2. Eight consecutive hours, exclusive of meal period, shall constitute a day's work.

Employees who are required to work during the meal period will be allowed 20 minutes for lunch without loss of pay.

RULE 3. Time worked in excess of eight hours will be paid for at rate of time and one-half on the minute basis, except that time and one-half shall not be paid to employees changing shifts at their own request.

RULE 4. Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of three hours for two hours' work or less, and if held on duty in excess of two hours, time and one-half will be allowed on the minute basis.

RULE 5. Time worked on Sundays and the following holidays, New Year's, Washington's Birthday, Decoration

Day, Fourth of July, Labor Day, Thanksgiving, and Christmas, shall be paid for at the pro rata hourly rate when the entire number of hours constituting the regular week-day assignment is worked.

On roads where an agreement or practice more favorable to the employees is in effect, such agreement or practice, in so far as it relates to this rule, may be retained.

RULE 6. When assigned, notified, or called to work on Sundays and or the above specified holidays, a less number of hours than constitutes a day's work within the limits of the regular week-day assignment, employees shall be paid a minimum allowance of two hours at overtime rate for two hours' work or less, and at the pro rata hourly rate after the second hour of each tour of duty. Time worked before or after the limits of the regular week-day assignment shall be paid for on the actual minute basis at the rate of time and one-half.

On roads where an agreement or practice more favorable to the employees is in effect, such agreement or practice, in so far as it relates to this rule, may be retained.

RULE 7. To compute the hourly rate of monthly rated employees, take the number of working days constituting a calendar year, multiply by eight, and divide the annual salary by the total hours, exclusive of overtime and disregarding time absent on vacations, sick leave, holidays, or for any other cause. In determining the hourly rate, fractions less than one-fourth of 1 cent shall be as one-fourth of 1 cent; over one-fourth and under one-half, as one-half cent; over one-half and under three-fourths, as three-fourths; over three-fourths, as 1 cent.

RULE 8. Employees disciplined or dismissed will be advised of the cause for such action in writing, if requested.

RULE 9. An employee disciplined, or who considers himself unjustly treated, shall have a fair and impartial hearing, provided that a written request is presented to his immediate superior within 10 days of date of advice of discipline; the hearing shall be granted within 10 days

thereafter, and decision will be rendered within 10 days after completion of hearing. Such employee may select not to exceed three employees to assist at the hearing.

RULE 10. A transcript of an employee's evidence, when taken in writing, will be furnished only to such employee upon verifying and signing same.

RULE 11. A copy of all the evidence taken in writing at the hearing will be promptly made available for use of a properly constituted committee when required in handling cases on appeal, of which notice has been given in accordance with rule 12.

RULE 12. An employee dissatisfied with a decision will have the right to appeal in succession up to and including the highest official designated by the management to handle such cases if notice of the appeal is given the official rendering the decision within 10 days thereafter. The right of the employee to be assisted by duly accredited representatives of the employee is recognized.

RULE 13. If the charge against the employee is not sustained, it shall be stricken from the record. If by reason of such unsustained charge the employee has been removed from position held, reinstatement will be made and payment allowed for the assigned working hours actually lost while out of the service of the railroad at not less than the rate of pay of position formerly held, or for difference in rate of pay earned, if in the service.

RULE 14. Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will be neither a shutdown by the employer nor a suspension of work by the employees.

RULE 15. Employees serving on committees, on sufficient notice shall be granted leave of absence and free transportation for the adjustment of differences between the railroad and its employees.

RULE 16. Railroad officials shall in no way discriminate against any committee or anyone that may be selected from time to time to represent the employees.

RULE 17. Employees temporarily or permanently assigned to higher rated positions shall receive the higher rate while filling such positions. Employees temporarily assigned to lower rated positions shall not have their rates reduced.

RULE 18. These rules and regulations take effect January 16, 1920, and shall remain in full force and effect during Federal operation, and except as otherwise herein provided there will be no change during Federal operation until after 30 days' notice has been given in writing by either party to the other.

WALKER D. HINES,

*Director General of Rail-
roads.*

TIMOTHY HEALY,

*International President,
International Brother-
hood of Firemen and
Oilers.*

JOS. W. MORTON,

A. D. COLE,

N. A. JAMES,

JOHN F. McNAMARA,

ARTHUR J. ENNIS,

*Committee, Interna-
tional Brotherhood of
Firemen and Oilers.*

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